



First American Title Company

535 First American Circle, Rexburg, ID 83440

Phone (208)356-3653 - Fax (208)356-3669

Title Officer: Scott Stears - sstears@gofirstam.com

COMMITMENT FOR TITLE INSURANCE

To: **First American Title Company of Idaho**
9465 West Emerald Street, Ste. 260
Boise, ID 83704

Order No.: **561986-RX**

Attention: **Hailey Goodman**

Your Reference: **4102-2517241**

Re: Property Address: **Ashton Fish Hatchery, Ashton, ID 83420**


First American Title

Commitment

Title Insurance Commitment

BY

First American Title Insurance Company

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

This Policy contains an arbitration clause. All arbitrable matters when the Matter of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact:
FIRST AMERICAN TITLE INSURANCE COMPANY
 1 First American Way; Santa Ana, CA 92707.

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4. Description of the Land	
SCHEDULE B-I – REQUIREMENTS	Insert
SCHEDULE B-II – EXCEPTIONS	Insert

AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II.
- The Conditions on Page 2.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

(This Commitment is valid only when Schedules A and B are attached) **This jacket was created electronically and constitutes an original document**

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B – Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B – Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

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 Schedule A	Title Insurance Commitment BY First American Title Insurance Company
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FIRST COMMITMENT

File No.: 561986-RX

1. Commitment Date : **August 21, 2015 at 7:30 A.M.**

2. Policy or Policies to be issued:

	Policy Amount	Premium Amount
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- X ALTA **Standard** Owner's Policy of Title Insurance (6-17-06)
ALTA Homeowner's Policy of Title Insurance (rev.1-1-08)

(Premium amount reflects \$no available credit)	\$ 650,000.00	\$ 2,190.00
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Proposed Insured:
To be determined and agreed to by the Company

ALTA Loan Policy of Title Insurance (6-17-06)
ALTA Expanded Coverage Residential Loan Policy (rev. 1-1-08)

(Premium amount reflects \$no available credit)	\$ 0.00	\$
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Proposed Insured:

Endorsements:	\$
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Total Title Fees:	\$ 2,190.00
Underwriting Fees:	\$ 262.80
Agent Title Fees:	\$ 1,927.20

3. A fee simple interest in the land described in this Commitment is owned, at the Commitment Date, by:

State of Idaho, also shown of record as State of Idaho, for the use and benefit of the Department of Fish and Game and Idaho Fish & Game Commission

4. The land referred to in this Commitment is described as follows:

A portion of the North½ of the Northwest¼ of Section 3, Township 8 North, Range 42 East of the Boise Meridian and a portion of the Southeast¼ of the Southwest¼ of Section 34, Township 9 North, Range 42 East of the Boise Meridian, Fremont County, Idaho described as follows:

Beginning at the Northwest Corner of said Section 3; Thence N89°44'51"E (Deed = East) along the North line of said Section 3 for a Distance of 1687.63 Feet to the True Point of Beginning. Thence N06°46'56"E (Deed = N07°11'E) for a Distance of 434.89 Feet to a MAG nail, said point being Angle Point 2-A as shown on a 1978 Survey stamped by Carl E. McMaken, L.S. 904; Thence S88°09'10"E (Deed = S87°55'E) for a Distance of 85.00 Feet to a recovered ½" Iron Rod, shown as Angle Point 3 on said 1978 Survey; Thence S83°50'31"E (Deed = S83°47'E) for a Distance of 126.83 Feet (Deed = 124.52') to a recovered ½" Iron Rod with a plastic cap stamped 7381; Thence S59°11'28"E (Deed = S59°10'30"E) for a Distance of 462.80 Feet (Deed = 462.79') to a ½" Iron Rod with a plastic cap stamped 10563; Thence S04°35'39"E (Deed = S04°55'E) for a Distance of 148.17 Feet (Deed = 148.35') to an existing fence post in a pile of lava rocks, said point being Angle Point 9 as shown on a 1978 Survey stamped by Carl E. McMaken, L.S. 904; Thence S05°03'26"E (Deed = S04°55'E) for a Distance of 79.21 Feet (Deed = 79.2') to an existing fence post in a pile of lava rocks, said point being Angle Point 10 as shown on said 1978 Survey; Thence S89°41'11"W (Deed = S89°46'W) for a Distance of 175.11 Feet (Deed = 175.4') to a recovered 5/8" Iron Rod in a pile of lava rocks, said point being Angle Point 11 as shown on said 1978 Survey; Thence S41°06'26"W (Deed = S41°18'W) for a Distance of 293.19 Feet (Deed = 293.5') to a ½" Iron Rod with a plastic cap stamped 10563, said point being Angle Point 12 as shown on said 1978 Survey; Thence S11°37'09"W (Deed = S11°53'W) for a Distance of 432.52 Feet (Deed = 432.6') to a ½" Iron Rod with a plastic cap stamped 10563, said point being Angle Point 13 as shown on said 1978 Survey; Thence S80°03'01"E (Deed = S79°37'E) for a Distance of 179.53 Feet (Deed = 180.0') to a recovered 5/8" Iron Rod shown as Angle Point 14 on said 1978 Survey; Thence S34°12'29"E (Deed = S33°57'E) for a Distance of 363.19 Feet (Deed = 362.4') to a basalt stone, shown as Angle Point 15 on said 1978 Survey; Thence N84°17'18"E (Deed = N84°49'E) for a Distance of 198.00 Feet (Deed = 198.9') to a ½" Iron Rod with a plastic cap stamped 10563, said point being Angle Point 16 as shown on said 1978 Survey; Thence S00°34'50"W (Deed = S00°49'W) for a Distance of 22.91 Feet (Deed = 22.9') to a 5/8" Iron Rod with a plastic cap stamped 10563, said point being Angle Point 17 as shown on said 1978 Survey; Thence S74°38'50"W (Deed = S74°53'W) for a Distance of 231.59 Feet (Deed = 231.5') to a ½" Iron Rod with a plastic cap stamped 10563, said point being Angle Point 18 as shown on said 1978 Survey; Thence N42°21'10"W (Deed = N42°07'W) for a Distance of 276.57 Feet (Deed = 276.6') to a recovered 5/8" Iron Rod shown as Angle Point 19 on said 1978 Survey; Thence N75°35'16"W (Deed = N74°59'W) for a Distance of 135.42 Feet (Deed = 137.0') to a ½" Iron Rod with a plastic cap stamped 10563, said point being Angle Point 20 as shown on said 1978 Survey; Thence S15°05'50"W (Deed = S15°20'W) for a Distance of 112.55 Feet (Deed = 112.5') to a ½" Iron Rod with a plastic cap stamped 10563, said point being Angle Point 21 as shown on said 1978 Survey; Thence N66°56'10"W (Deed = N66°42'W) for a Distance of 127.18 Feet (Deed = 127.2') to a ½" Iron Rod with a plastic cap stamped 10563, said point being Angle Point 22 as shown on said 1978 Survey; Thence S51°11'50"W (Deed = S51°26'W) for a Distance of 352.72 Feet (Deed = 352.6') to a ½" Iron Rod with a plastic cap stamped 10563, said point being Angle Point 23 as shown on said 1978 Survey; Thence N74°56'10"W (Deed = N74°42'W) for a Distance of 237.27 Feet (Deed = 237.3') to a recovered ½" Iron Rod shown as Angle Point 24 on said 1978 Survey; Thence N43°13'10"W (Deed = N42°59'W) for a Distance of 296.08 Feet (Deed = 296.2') to a ½" Iron Rod with a plastic cap stamped 10563, said point being Angle Point 25 as shown on said 1978 Survey; Thence N64°19'10"W (Deed = N64°05'W) for a Distance of 316.02 Feet (Deed = 316.1') to a recovered ½" Iron Rod shown as Angle Point 26 on said 1978 Survey; Thence N77°25'10"W (Deed = N77°11'W) for a Distance of 472.89 Feet (Deed = 472.9') to a ½" Iron Rod with a plastic cap stamped 10563, said point being Angle Point 27 as

shown on said 1978 Survey; Thence N83°56'10"W (Deed = N83°42'W) for a Distance of 323.10 Feet (Deed = 323.1') to a recovered ½" Iron Rod shown as Angle Point 28 on said 1978 Survey; Thence N00°03'50"E (Deed = N00°18'E) for a Distance of 122.58 Feet (Deed = 122.6') to a ½" Iron Rod with a plastic cap stamped 10563, said point being Angle Point 29 as shown on said 1978 Survey; Thence S63°31'10"E (Deed = S63°17'E) for a Distance of 98.91 Feet (Deed = 98.9') to a recovered ½" Iron Rod shown as Angle Point 30 on said 1978 Survey; Thence S79°22'10"E (Deed = S79°08'E) for a Distance of 766.01 Feet (Deed = 766.0') to a recovered ½" Iron Rod shown as Angle Point 31 on said 1978 Survey; Thence S62°18'10"E (Deed = S62°04'E) for a Distance of 288.51 Feet (Deed = 288.5') to a ½" Iron Rod with a plastic cap stamped 10563, said point being Angle Point 32 as shown on said 1978 Survey; Thence S45°10'10"E (Deed = S44°56'E) for a Distance of 177.62 Feet (Deed = 177.6') to a recovered ½" Iron Rod shown as Angle Point 33-A on said 1978 Survey; Thence S41 °35'10"E (Deed = S41 °21'E) for a Distance of 99.12 Feet (Deed = 99.1') to a recovered ½" Iron Rod shown as Angle Point 33 on said 1978 Survey; Thence N78°25'14"E (Deed = N78°19'E) for a Distance of 228.48 Feet (Deed = 229.2') to a recovered nail in a Basalt Rock shown as Angle Point 34 on said 1978 Survey; Thence N12°03'11"E (Deed = N12°16'E) for a Distance of 397.09 Feet (Deed = 396.0') to a ½" Iron Rod with a plastic cap stamped 10563, said point being Angle Point 35 as shown on said 1978 Survey; Thence N06°46'56"E (Deed = N07°11'E) for a Distance of 545.74 Feet to the True Point of Beginning

Commonly known as: Ashton Fish Hatchery, Ashton, ID 83420



By:

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached.)

*First American Title*

Schedule BI

Title Insurance Commitment

BY

First American Title Insurance Company

REQUIREMENTS

File No.: 561986-RX

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Release(s) or Reconveyance(s) of items(s) **n/a**.
- (f) If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney must be submitted for review prior to closing.

 <p>Schedule BII</p>	<p>Title Insurance Commitment</p> <p>BY</p> <p>First American Title Insurance Company</p>
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EXCEPTIONS

File No.: 561986-RX

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. 2015 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year. Taxes which may be assessed and entered on the property roll for 2015 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	Original Amount	Amount Paid	Parcel Number
2014	\$No Assessments	\$No Assessments	RP09N42E34FG01
2014	\$No Assessments	\$No Assessments	RP09N42E34FG02
2014	\$595.20	\$595.20	RP08N42E03FG01

Homeowners Exemption is not in effect for 2014.
Circuit breaker is not in effect for 2014.

8. Levies and assessments of Fremont-Madison Irrigation District .
9. Right-of-way or easement of 3300 E and 1200 N.
10. Right-of-way or easement of Black Creek and Drainage Ditch.
11. Provisions in deed to State of Idaho, recorded July 02, 1920, in Book 25 of Deeds, page 71 .
12. Provisions in deed to State of Idaho, for the use and benefit of the Department of Fish and Game, recorded February 07, 1959, in Book 67 of Deeds, page 95 and rerecorded June 17, 1959, in Book 67 of Deeds, Page 325 .
13. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded November 27, 1996, as Instrument Number 443982, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
14. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded December 24, 2014, as Instrument Number 551627, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
15. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded January 07, 2015, as Instrument Number 551740, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

INFORMATIONAL NOTES

- A. **In addition to standard County recording fees, an electronic filing fee of \$5.00 per document may be charged.**
- B. Pursuant to the State of Idaho Insurance Regulations: A cancellation fee will be charged on all cancelled orders, unless notified to the contrary, all orders shall be cancelled and a billing sent within 6 months of the effective date on the commitment.



First American

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.